

REMARKS

Claims 1-37 are pending in the application. Claims 1, 2, 27 and 37 are currently amended. Claim 4 is cancelled without prejudice.

I. Claim Rejections Under 35 U.S.C. 102(e)

Claims 1-6, 8-24, 26-28 and 31-37 stand rejected under 35 U.S.C. 102(e) as being anticipated by U.S. Patent Application Publication 2004/0098715 A1 to Aghera et al. ("Aghera"). Applicant respectfully traverses.

With respect to independent Claims 1 and 16, the present application is directed to a method for installing software to software-defined radio equipment. Software is transferred to a software-defined radio device from a remotely located software server. The software is stored to a portion of a data store associated with the software-defined radio device which not being used as a storage for currently running software. A selection identifying at least one of the transferred software and the currently running software to be loaded by said software-defined radio device during a restart of the device is transferred to the device. At least one of the transferred software and the currently running software is loaded to the software-defined radio device during a restart of the software-defined radio device.

Aghera discloses an architecture for over-the-air management of software, including software patches, on a wireless devices. Using the architecture, a network operator can notify a mobile device user about the software upgrade and send the upgrade to the mobile device over the air. Remote management of DSP software on mobile phones in GSM or GPRS networks uses an installation algorithm with an error recovery mechanism. A digital signature is used for checking authenticity and integrity of the downloaded DSP software patch.

Aghera does not disclose transferring a selection identifying at least one of the transferred software and the currently running software to be loaded by said software-defined radio device during a restart of the device is transferred to the device.

Aghera, paragraph [0026], in relevant part, discloses a server application with which “an operator can select a particular software version of an application to be distributed to a particular type of devices.” There is no suggestion, however, that the server application can specify whether the transferred software or the currently running software will be loaded when the device reboots. Aghera, paragraph [0053], in relevant part, discloses that whenever a new patch is available for a mobile device, the patch server application may initiate the download of the patch to the end user device. There is no suggestion, however, that when the new patch is downloaded to the end user device, the patch server may instruct the device to selectively load the transferred software or the currently running software when the device reboots.

With respect to independent Claim 27, the claim recites a system for installing software to software-defined radio equipment. The system includes a remotely located software server for transferring software to a software-defined radio device. The software server is associated with a man-machine interface which allows a system operator to make a selection identifying at least one of the transferred software and the currently running software to be loaded at a next startup of the software-defined radio device. The software-defined radio device is associated with a data store for storing the transferred software, and the software is stored on a portion of the data store which is not being used to provide currently running software. The system further includes a processor programmed to load the selected one of the transferred software and the currently running software to the software-defined radio device during a restart of the device. The device automatically reverts from the selected one of the transferred software and the currently running software to a previous software version if a fault occurs in said loading of said selected software.

Aghera does not disclose a man-machine interface which allows a system operator to make a selection identifying at least one of the transferred software and the currently running software to be loaded at a next startup of the software-defined radio device. Furthermore, Aghera does not disclose a processor programmed to load the selected one of the transferred software and the currently running software to the software-defined radio device during a restart of the device.

Aghera, paragraph [0026], in relevant part, discloses a server application with which “an operator can select a particular software version of an application to be distributed to a particular

type of devices.” There is no suggestion, however, that the server application provides a man machine interface wherein an operator can specify whether the transferred software or the currently running software will be loaded when the device reboots. Aghera, paragraph [0053], in relevant part, discloses that whenever a new patch is available for a mobile device, the patch server application may initiate the download of the patch to the end user device. There is no suggestion, however, that when the new patch is downloaded to the end user device, the patch server may instruct the device to selectively load the transferred software or the currently running software when the device reboots.

Aghera also does not disclose automatically reverting from the at least one of the transferred software and the currently running software to a previous software version upon a fault being detected in the loading step.

Aghera, paragraph [0055], discloses a software patch installation process where, if an error occurs during the installation of the patch, the process provides for recovery from the corrupt installation, which may include completion of the installation. Aghera, paragraph [0055], also provides for a backup of the current patch (the “already installed patch”) during the course of the installation, though how, and under what conditions the backup is used is not disclosed. Aghera does not, however, disclose reverting to a previous version in response to an error during the loading step. Furthermore Aghera does not disclose or suggest that reversion may occur from currently running software to a previous software version.

Finally, independent Claims 1, 16, and 27 all specifically relate to the installation of software on software-defined radio equipment. While Aghera mentions “Software Defined Radio...” in passing in his background section at paragraph [0002], the disclosure of Aghera does not enable the application of its invention to software-defined radio equipment.

A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. Verdegaal Bros. v. Union Oil Co. of California, 2 USPQ2d 1051, 1053, 814 F.2d 628, 631 (Fed. Cir. 1987). The identical invention must be shown in as complete detail as is contained in the claim. Richardson v. Suzuki Motor Co., 9 USPQ2d 1913,1920, 868 F.2d 1226, 1236 (Fed. Cir. 1989).

Since, as argued above, independent Claims 1, 16, and 27 contain elements neither expressly or inherently described in by Aghera, Claims 1, 16, and 27 and their dependant claims are not anticipated by Aghera. Therefore, Applicant respectfully requests that the rejections of Claims 1-6, 8-24, 26-28 and 31-37 under 35 U.S.C. 102(e) as being anticipated Aghera be withdrawn.

II. Claim Rejections Under 35 U.S.C. 103(a)

Claims 7, 25, 29 and 30 stand rejected under 35 U.S.C. 103(a) as being unpatentable over Aghera. Applicant respectfully traverses.

It is well established that, in order to show obviousness, all limitations must be taught by the prior art. In Re Royka, 180 U.S.P.Q. 580, 490 F.2d 981 (CCPA 1974); MPEP § 2143.03. It is error to ignore specific limitations distinguishing over the references. In Re Boe, 184 U.S.P.Q. 38, 505 F.2d 1297 (CCPA 1974); In Re Saether, 181 U.S.P.Q. 36, 492 F.2d 849 (CCPA 1974); In Re Glass, 176 U.S.P.Q. 489, 472 F.2d 1388 (CCPA 1973).

In the present application, Claims 7 are dependent upon Claim 1, Claim 25 are dependent upon Claim 16, and Claims 29 and 30 are dependent on Claim 27. As argued above, Claims 1, 16, and 27 contain limitations not taught or suggested by Aghera. Therefore, Applicant respectfully requests that the rejections of Claims 7, 25, 29 and 30 under 35 U.S.C. 103(a) as being unpatentable over Aghera be withdrawn.

Claim 37 has been amended to correct a potential antecedent basis problem.

III. Conclusion

Having responded to all objections and rejections set forth in the outstanding Office Action, it is submitted that claims 1-3 and 5-37 are in condition for allowance and Notice to that effect is respectfully solicited. In the event that the Examiner is of the opinion that a brief telephone or personal interview will facilitate allowance of one or more of the above claims, the Examiner is courteously requested to contact applicant's undersigned representative.

The Commissioner is authorized to charge any additional fees associated with this filing, or credit any overpayment, to Deposit Account No. 50-0653. If an extension of time is required, this should be considered a petition therefor.

Respectfully submitted,

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